



**Budget Amendment  
CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 26  
AGENDA DATE: Thu 04/28/2005  
PAGE: 1 of 1**

**SUBJECT:** Approve an ordinance to authorize the acceptance of \$300,000 from the City of Sunset Valley, and to amend the Fiscal Year 2004-2005 Public Works Department Capital Budget of Ordinance No. 040913-02 to create a new project entitled "Brodie Lane and William Cannon Drive Intersection Improvements Project" and to appropriate \$300,000 for that project.

**AMOUNT & SOURCE OF FUNDING:** Total project cost is \$300,000. Funding for this project is from the City of Sunset Valley.

**FISCAL NOTE:** A fiscal note is attached.

**REQUESTING** Public Works  
**DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Sondra Creighton

**FOR MORE INFORMATION CONTACT:** Dennis Crabill, 974-7232; Laura Bohl, 974-7064

**PRIOR COUNCIL ACTION:** On March 3, 2005, Council approved an Interlocal Agreement between the City of Austin and the City of Sunset Valley.

**BOARD AND COMMISSION ACTION:** N/A

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On March 3, 2005, City Council approved an Interlocal Agreement between the City of Austin and the City of Sunset Valley regarding potential improvements to the intersection of Brodie Lane and William Cannon Drive. As part of this Interlocal Agreement the City of Sunset Valley will fund the Brodie Lane and William Cannon Drive Intersection Improvement Project and the City of Austin will manage the project from the Preliminary Phase through completion.

**BRODIE LANE INTERSECTION IMPROVEMENTS  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF AUSTIN AND CITY OF SUNSET VALLEY**

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between the City of Austin, Texas ("Austin") and the City of Sunset Valley, Texas ("Sunset Valley"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Brodie Lane is a public road partially within the jurisdiction of both Parties; and

WHEREAS, Austin and Sunset Valley are affected in common by traffic congestion on Brodie Lane; and

WHEREAS, traffic congestion at the intersection of Brodie Lane at William Cannon Drive (the "Intersection") in the City of Austin is expected to increase;

WHEREAS, the Parties desire to cooperate in the development of a combined Brodie Lane at William Cannon Drive Intersection Project (the "Project"); and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) Austin will manage the development and construction of the Project, as described herein. The City of Austin's Director of Public Works (the "Director") will act on behalf of Austin with respect to the Project, coordinate with Sunset Valley, receive and transmit information and instructions, and will have complete authority to interpret and define Austin's policies and decisions with respect to the Project, subject to the terms of this Agreement. The Director may designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of Austin with respect to the Project.
- (b) The City of Sunset Valley shall designate an agent (the "Administrator") who will act on behalf of Sunset Valley with respect to the Project, coordinate with Austin, receive and transmit information and instructions, and will have complete authority to interpret and define Sunset Valley's

policies and decisions with respect to the Project. The Administrator may designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of Sunset Valley with respect to the Project. Not later than one week from the effective date of this Agreement Sunset Valley shall designate an engineer(s), who is acceptable to Austin, to collaborate and coordinate with Austin in the initial development of the Project. Sunset Valley must obtain the written approval of Austin, before selecting its engineer, which approval will not unreasonably be denied. Notwithstanding the foregoing, no prior written approval shall be required for the designation by Sunset Valley of John Engelke.

2. Project Development.

- (a) Austin and Sunset Valley will cooperate in the initial development of an engineering analysis of the Intersection that will consider the following potential changes to the Intersection to improve the flow of traffic: adding, widening, or lengthening right and/or left turn lanes at the northern approach to the Intersection on Brodie Lane, altering traffic signal timing, and designating and providing signage and striping for the furthest right through-lane to be designated a through/right turn lane. Attached hereto as Exhibit "A" is a description of the processes for initiating and completing public works, including any improvements to be completed pursuant to this Agreement. The initial development of an engineering analysis shall constitute the Preliminary Phase of the Project. Not later than two weeks following the effective date of this Agreement, Austin shall negotiate an agreement for consulting engineering services to be provided to Austin in furtherance of the Project. Austin and Sunset Valley will use good faith efforts to cause its engineers to meet and cooperate in developing an engineering analysis in a reasonably expeditious manner. The Preliminary Phase of the Project shall be completed not later than three months after Sunset Valley pays to Austin the contract amount for consulting engineering services engaged by Austin for this Phase of the Project in conformance with the terms of this Agreement and the estimated cost for project management charged at the hourly rate set forth in the attached Exhibit "B." It is anticipated that the estimated cost of project management for the Preliminary Phase of the Project shall be approximately \$5,850.00. In the event that the engineers for Sunset Valley and Austin determine that additional studies, such as right of way acquisition studies, drainage studies, traffic studies, and/or investigation of construction easements are necessary to determine the feasibility or performance of a particular proposed improvement, then Austin will submit a statement of the cost of such study(s) to Sunset Valley, and if such additional studies are undertaken, the deadline for completion of the Preliminary Phase will be extended for a reasonable time period to complete such additional work. In the event that the engineers for Austin and Sunset Valley do not agree on the feasibility or performance of a particular proposed improvement, the following shall apply: The engineers for Austin and Sunset Valley shall

agree on one of the following engineering firms to review the proposed improvement on which the cities' engineers do not agree: Carter & Burgess; Espey Consultants, Inc.; HDR; or Turner, Colley & Braden, Inc. The determination of the third engineer shall be controlling as to whether a particular improvement will improve the flow of traffic in the Intersection and meets any other criteria provided in this Agreement for inclusion among the improvements to be made in conformity with this Agreement. The deadline for completion of the Preliminary Phase will be extended for a reasonable time period for selection, review, and decision by the third engineer.

(b) Sunset Valley shall select from among the improvements determined in the Preliminary Phase to improve the flow of traffic in the Intersection for which Sunset Valley will pay for design work to be performed in the Design Phase.

(c) It is anticipated by Austin and Sunset Valley that the most likely improvements to the Intersection that will cost an amount that is within the range contemplated by the parties to be expended by Sunset Valley (up to approximately \$300,000 pursuant to this Agreement, in view of the known conditions regarding drainage, width of right-of-way, and location of utilities, will entail: (i) the removal of some or all of the median in the southbound approach to William Cannon from Brodie Lane; (ii) the widening of the right turn lane (without changing the existing alignment of the western curb) and right hand through lane; and (iii) the possible lengthening of the left hand turn lane (such group of improvements hereinafter referred to as the "Anticipated Improvements"). If the Anticipated Improvements are determined to result in improved flow of traffic through the Intersection and are agreed by the parties, the Design Phase (as described on the attached Exhibit "A") of the Anticipated Improvements shall be completed not later than three months after completion of the Preliminary Phase and timely payment by Sunset Valley of the amount to be paid by Austin for consulting services and the estimate of project management costs (at the hourly rate for project management set forth on Exhibit "B") to be timely provided by Austin in connection with the Design Phase.

(d) In the event that the Anticipated Improvements are either determined by Austin not to improve the flow of traffic in the Intersection or are otherwise not desired by Sunset Valley, Austin and Sunset Valley shall reasonably cooperate in proceeding with the Design Phase of any other improvements to the Intersection determined in the Preliminary Phase to result in an improved flow of traffic in the Intersection and desired by Sunset Valley. Sunset Valley shall pay the cost of consulting engineering services to be provided to Austin for work to be performed in the Design Phase and the estimate of project management costs (at the hourly rate for project management set forth on Exhibit "B") to be timely provided by Austin in advance of commencing with the Design Phase work in conformance with the terms of this Agreement. Austin and Sunset Valley will use reasonable efforts to cooperate and complete such Design Phase in a reasonably expeditious manner, in view of any additional work or study made necessary as a result of

conditions affecting drainage and drainage facilities, location of utilities, and the need to acquire additional right-of-way. Any alteration to traffic signal timing determined in the Preliminary Phase to result in improved flow of traffic through the Intersection and in surrounding streets will be put into effect not later than 90 days following the Preliminary Phase.

(e) At the completion of the Design Phase, the Bid/Award/Execution Phase will commence. Austin and Sunset Valley will cooperate in proceeding in a reasonably efficient manner to follow all applicable law in soliciting bids and Austin shall determine the lowest responsible bidder in compliance with all applicable law. Austin shall provide to Sunset Valley an estimate of the cost of project management, contract administration, QA/QC, inspection and testing not later than the date the lowest responsible bidder is determined. After determination of the lowest responsible bidder and the price of the work to be completed, including the cost of project management, contract administration, QA/QC, inspection, and testing at the rates set out on the attached Exhibit "B," Sunset Valley will determine whether to proceed with the work and to pay the cost therefor on the terms provided in this Agreement.

(1) In the event that construction of improvements other than the Anticipated Improvements is undertaken, the parties will cooperate in ensuring timely completion of the work by the firm contracted to do the work, following notice to proceed and payment by Sunset Valley of the cost of such work as provided in this Agreement.

(2) In the event that the Project consists of the Anticipated Improvements, the following deadlines will apply: (i) the first notice for solicitation of bids for such work shall be made not later than 90 days after completion of the Design Phase, provided that Sunset Valley takes no longer than one (1) week to review and approve the plans for the Project after delivery of such plans to Sunset Valley's designated engineer; and (ii) the work shall be completed not later than two years from the effective date of this Agreement.

(f) If it is determined by the engineers for Austin and Sunset Valley that it is necessary or desirable to hire an outside consultant to assist with the traffic analysis or other studies, such costs shall be paid by Sunset Valley.

(g) Any proposed improvement(s) or alteration(s) to the Intersection shall be based on the following conditions: (i) the final engineering report indicates that the proposed improvement(s) or alteration(s) will improve the flow of traffic in the Intersection and will not interfere with or impede any known improvement to

any street or road; and (ii) Sunset Valley will pay in advance the cost of completion of any plan or improvement

- (h) The Parties' will cause their engineers to continue to cooperate in the *timely development and completion of the Project, including the development of the engineering design, plans and specifications for the improvements, the surveying, construction, and any required permitting and environmental assessments and clearances associated with the Project. The plans and specifications for the Project shall be in accordance with the design and construction standards of the City of Austin.*
- (i) Austin will be responsible for providing or procuring the development of the engineering design, plans and specifications and construction inspection, and testing for a Project undertaken pursuant to this Agreement. Austin will be responsible for any required modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project. Austin will ensure that its design engineer provides professional liability insurance in accordance with the standard requirements of Austin for such projects, during the term of the design and construction of Project.
- (j) All amounts paid by Sunset Valley to Austin pursuant to this Agreement shall be held in trust by Austin until payable to Austin's consulting engineer or the lowest responsible bidder contracted to perform work pursuant to this Agreement, or other third party, as applicable, and shall be used only for the purposes for which the amounts were paid by Sunset Valley. In the event that any amount paid by Sunset Valley is not earned and payable to such third party pursuant to any agreement between Austin and such third party, such unused amounts shall be refunded to Sunset Valley ninety (90) days after termination of the contract between Austin and such third party. Notwithstanding the foregoing, in the event that any such third party commences litigation against Austin for recovery of any part of such unused funds, Austin shall not be obligated to refund any unused funds to Sunset Valley prior to completion of such litigation, whether by settlement or final non-appealable judgment, and the amount of any recovery in such litigation on account of work performed or to be performed by such third party in conformance with this Agreement shall be deducted from the amount to be refunded. In the event of any such litigation, Austin shall cooperate with Sunset Valley in the prosecution or defense of any claim by or against Austin.
- (k) Sunset Valley shall expressly be designated a third party beneficiary of any agreement between Austin and the lowest responsible bidder or person contracted to construct improvement pursuant to this Agreement.

3. Additional Design, Bidding, & Award of Construction Contract Provisions.

- (a) Austin will provide Sunset Valley with copies of all engineering design and construction documents, including a full set of the bid documents prior to the advertising for bids, for its review and approval. Sunset Valley shall cause its engineer to use his best efforts to complete his review and any comments not later than seven (7) days after receipt of such documents.
- (b) Bids for the Project will be required to include within the bid those costs, itemized by line item number, attributable to the Project. Austin will solicit bids for the construction of the Project based on the plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures. Austin will notify Sunset Valley of the lowest responsible bid and the amount of the bid and, upon written agreement of Sunset Valley, Austin will enter into a firm unit-price contract with the successful bidder.

4. Management Duties of Austin. Austin hereby covenants and agrees to provide to Sunset Valley:

- (a) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (b) written copy of all contracts affecting the Project;
- (c) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;
- (d) executed change orders, jointly approved by Austin and Sunset Valley, related to Austin Project;
- (e) a copy of any change order request related to the Project within two (2) working days of its receipt by Austin, by delivery to Sunset Valley's Project Manager for review and approval; and
- (f) upon completion of bidding, Austin will furnish Sunset Valley with a copy of the combined plans and specifications for its records.

5. Management Duties of Sunset Valley. Sunset Valley hereby covenants and agrees to:

- (a) review any change order proposal or request for information for the Project and return the change order request to Austin within three (3) working days of its receipt by Sunset Valley's Project Manager, with a written recommendation for its disposition;

- (b) perform any independent inspection and testing on the Project in coordination with Austin's inspectors or as agreed to by Sunset Valley and Austin, and in a timely manner;
  - (c) inform the Austin Project Manager immediately of any problems observed during the construction of the Project; and
  - (d) attend meetings at the request of the Austin Project Manager.
6. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting Sunset Valley and Austin, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting Sunset Valley and Austin, for a period of one year from the date of acceptance of the Project. To the extent allowed by applicable law and industry practice, Sunset Valley shall be included as a third party beneficiary on the payment and performance bond.
7. Liability. To the extent allowed by Texas law, Sunset Valley and Austin agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance and general liability insurance acceptable to Sunset Valley and Austin. Sunset Valley shall be included as an additional insured on the above-referenced insurance policy.
8. Financial Obligations.
- (a) Sunset Valley agrees to pay all costs of the Project, except those attributable to separate work included only for the benefit of Austin. The costs of the Project will include, but not be limited to the cost of surveying, design, construction, inspection, management and testing, and the cost of any change orders made necessary by field changes to address unanticipated conditions under the terms and conditions in this Agreement. Sunset Valley shall pay such design and construction costs through an escrow account with Austin at an amount equal to the cost of the design plus the construction bid amount, unless otherwise agreed to by Austin and Sunset Valley in writing. This amount may include a construction contingency amount in ten percent of the accepted bid amount. Austin shall obtain the written approval of Sunset Valley of all change order requests for the Project prior to Austin issuing the approved change order to the contractor. Austin's Project Manager shall meet with Sunset Valley's Project Manager to review the contractor's progress reports and invoices for the Project. Attached hereto is Exhibit "B" that sets out the hourly rates for the various services performed by Austin that will be charged to Sunset Valley as part of the Project costs. Such hourly

rates are those customarily charged by Austin in interdepartmental service agreements.

- (b) In the event that Sunset Valley elects not to pay the cost of any work for which bids were solicited, Sunset Valley will notify Austin in writing and shall reimburse Austin for any costs paid by Austin to third parties for work performed in connection with the Project.
- (c) Austin shall place Sunset Valley's funds into an approved Austin construction escrow account for the Project within 21 calendar days of notification to Sunset Valley by Austin, as described below.
  - (i) The proposed design fees for the Project shall be placed into escrow within 21 calendar days following notification to Sunset Valley of the proposed engineering design fee.
  - (ii) The funds for the construction of the Project shall be placed into escrow within 21 calendar days following notification to Sunset Valley of the successful bidder and the bid amount.
- (d) The Austin Treasurer shall act as Escrow Agent for the management of the Austin's funds and shall deposit the funds in an interest bearing escrow account. The interest and any unused portion of the public funds provided by Sunset Valley under this agreement shall be returned to Sunset Valley within 30 calendar days after the completion of the Project. Amounts paid by Sunset Valley in excess of actual costs for design fees shall be credited to amounts payable for construction. Austin shall provide Sunset Valley, at least quarterly, with an accounting of the deposits to and disbursements from the escrow account. Austin will make its records available, at reasonable times, to Sunset Valley's auditors, or its independent financial advisors or other professionals.
- (e) Austin shall timely pay submitted invoices or progress payments for the Project which have been approved as required by this Agreement and in conformance with the construction documents for construction of the improvements.

9. Austin Inspection and Testing/Completion.

- (a) Austin shall be responsible for the final inspection of the Project and any testing of the construction of the Project in addition to any performed by the Sunset Valley. Austin shall designate inspectors to make the final inspection of the completed Project. Austin's inspectors shall coordinate with the Austin and Sunset Valley Project Managers, any Sunset Valley inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s). Any deficiencies in the construction identified by Austin shall be immediately reported in writing to Sunset Valley's Project Manager and the contractor with an

additional written notice to the City Administrator to be deposited in the U.S. Mail within two days of the identification of any such deficiencies. Austin shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified.

- (b) Austin and Sunset Valley agree to cooperate with each other in effecting the completion of any alterations or improvements to the Intersection in a reasonably expeditious manner in order to improve traffic conditions there in a timely manner

10. Miscellaneous.

- (a) Force Majeure. In the event that the performance by Sunset Valley or Austin of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

AUSTIN:

\_\_\_\_\_  
City of Austin

\_\_\_\_\_  
Austin, Texas 78701

WITH COPY TO:

\_\_\_\_\_  
Assistant City Attorney  
City of Austin Law Department  
301 West Second Street  
Austin, Texas 78701

SUNSET VALLEY:

Mayor  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, Texas 78745

WITH A COPY TO:

Doug Young  
Scanlan, Buckle & Young, P.C.  
602 West 11<sup>th</sup> Street  
Austin, Texas 78701

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Austin or Sunset Valley has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the respective governing bodies of Austin and Sunset Valley.

(e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by Sunset Valley and Austin.

(f) Other Instruments. The parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

(i) Austin shall install any temporary sign provided by Sunset Valley at the site of Intersection improvements that reasonably provides notice that Sunset Valley is providing the funding for the construction of the Intersection improvements.

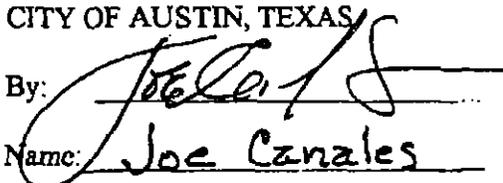
CITY OF AUSTIN, TEXAS

By:

Name:

Title:

Date:

  
Joe Canales  
Deputy City Manager  
Authorized Representative  
3-24-05

Approved as to Form.

Laurie R. Eisertoh  
Assistant City Attorney

CITY OF SUNSET VALLEY, TEXAS

By: [Signature]  
Mayor Terry Cowan

Date: 3/23/2005

## ADMINISTRATIVE CHAPTER

### PHASE DEFINITIONS

#### PRELIMINARY PHASE

This phase will include everything prior to issuing "notice to proceed" with design letter. Processes which may be included in this phase are:

- Preplanning,
- Scope definition,
- Master plan,
- Market analysis,
- Needs assessment,
- Boards and Commissions,
- Feasibility / alternative study,
- Preliminary estimate,
- Preliminary schedule,
- Prepare project budget,
- Request for Qualifications (RFQ) process,
- Professional Services Agreement / negotiation,
- Study,
- Surveying,
- Preliminary reports,
- Utility assessment / review,

This phase will end with the effective date on the "notice to proceed" with design letter.

#### DESIGN PHASE

This phase will start with the effective date on the "notice to proceed" with design letter and may include:

- Surveying,
- Utility clearance,
- Schematic design,
- Design development and construction documents (Architectural projects)
- Land acquisition,
- Zoning,
- Neighborhood meetings,
- Plan review,
- Permitting,
- Preparation of bid documents,

This phase will end with the first day of advertisement for bidding the project.

## **BID / AWARD / EXECUTION PHASE**

*This phase begins with the first day of advertisement of bidding the project and may include:*

- Distribution of bid documents,
- Pre-Bid conference,
- Addenda,
- Bid opening,
- Bid certification (includes evaluation of the M/WBE Compliance Plan),
- Preparation of the RCA,
- Board and Commission approval / recommendation,
- City Council award,
- Contract execution,
- Distribution of executed contracts and plans,
- Pre-Construction conference,
- Initial partnering meeting.

This phase will end on the start of construction date found in the "notice to proceed" with construction letter.

## **CONSTRUCTION PHASE**

This phase will start on the start of construction date found in the "notice to proceed" with construction letter and may include:

- Notice to proceed with construction letter,
- Construction team meetings,
- Monthly pay estimates (through the Prompt Payment Process),
- Change Orders,
- Submittals / shop drawings,
- Final walk through,
- Punch list / substantial completion,
- Final pay estimate,

This phase ends with the effective date found in the letter of final acceptance or "substantial completion" for building projects.

## **POST CONSTRUCTION PHASE**

This phase begins with the effective date found in the final acceptance or "substantial completion" letter and begins the one year warranty on the project. Processes / tasks which may occur during this period are:

- As Built Plans / Record Drawings,
- Project close out,
- Check of project to release the warranty,
- Warranty release

This phase normally concludes with the release of the warranty, however, it may be extended due to law suits or other things which cause the project to remain active.

### **NOTES:**

- Some processes may occur during one or more phases while others may not be required at all for a particular project.

- Some projects require more than a one year warranty.

**ATTACHMENT B**

**CITY OF AUSTIN PUBLIC WORKS DEPARTMENT  
INTERDEPARTMENTAL SERVICE AGREEMENT RATES**

**PROJECT MANAGER - \$90.00/HR**

**CONSTRUCTION INSPECTOR - \$55.00/HR**

**CONSTRUCTION INSPECTOR SUPERVISOR - \$70.00/HR**

**CONSTRUCTION INSPECTION FIELD ENGINEER - \$100.00/HR**

**CONSTRUCTION TECHNICAL SUPPORT - \$55.00/HR**

**TESTING – 2.5% PROJECT CONSTRUCTION COST**

**CONTRACT ADMINISTRATION - \$1,000.00**

**QUALITY ASSURANCE/QUALITY CONTROL INTERNAL REVIEW – \$750.00  
(CONSTRUCTION ESTIMATES LESS THAN \$400,000)**

**CIP  
FISCAL NOTE**

**DATE OF COUNCIL CONSIDERATION:**  
**WHERE ON AGENDA:**  
**DEPARTMENT:**

4/28/2005  
Ordinance  
Public Works

Approve an ordinance to authorize the acceptance of \$300,000 from the City of Sunset Valley, and to amend the Fiscal Year 2004-2005 Public Works Department Capital Budget of Ordinance No. 040913-02 to create a new project entitled "Brodie Lane and William Cannon Drive Intersection Improvements Project" and to appropriate \$300,000 for that project.

**FINANCIAL INFORMATION:**

**PUBLIC WORKS**

Project Name:	Brodie Lane and William Cannon Drive Intersection Improvements
Project Authorization:	2004-05 Amended Capital Budget
Funding Source:	City of Sunset Valley
Number:	8400-607-NEW

Current Appropriation:	\$ 0
Amount of This Action:	<u>\$ 300,000</u>
Amended Appropriation:	\$ 300,000

Budget Office: \_\_\_\_\_

Date: \_\_\_\_\_

4-17-05

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2004-2005 PUBLIC WORKS DEPARTMENT CAPITAL BUDGET OF ORDINANCE NO. 040913-02 TO CREATE A PROJECT ACCOUNT AND TO APPROPRIATE FUNDS; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The Council authorizes the acceptance of \$300,000 from the City of Sunset Valley.

**PART 2.** The Council amends the Fiscal Year 2004-2005 Public Works Department Capital Budget of Ordinance No. 040913-02 to create a new project entitled "Brodie Lane and William Cannon Drive Intersection Improvements Project" and to appropriate \$300,000 for that project.

**PART 3.** This ordinance takes effect on \_\_\_\_\_, 2005.

**PASSED AND APPROVED**

§  
§  
, 2005 §

Will Wynn  
Mayor

**APPROVED:**

David Allan Smith  
City Attorney

**ATTEST:**

Shirley A. Brown  
City Clerk

